

Plaintiffs' Exhibit 6 (Redacted)

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H I G H L Y C O N F I D E N T I A L
IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

-----x

UNITED STATES, et al.,
Plaintiffs,

vs.

Case No.

1:23-cv-000108

GOOGLE LLC,

Defendant.

-----x

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VIDEOTAPED DEPOSITION OF LUKE LAMBERT

New York, New York

Tuesday, August 29, 2023

9:37 a.m.

Reported by:

Jennifer Ocampo-Guzman, CRR, CLR

Job No. CS6079449

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<p style="text-align: right;">Page 18</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 receive. The insertion order would be</p> <p>3 activated inside of Centro, more often than</p> <p>4 not, in a programmatic environment, a search</p> <p>5 environment or a social environment.</p> <p>6 Q. How long were you at Centro?</p> <p>7 A. Four years.</p> <p>8 Q. So that was until 2016?</p> <p>9 A. Correct.</p> <p>10 Q. Okay. And then where were you?</p> <p>11 A. Omnicom.</p> <p>12 Q. What was your first role at</p> <p>13 Omnicom?</p> <p>14 A. Managing director of Accuen.</p> <p>15 Q. Accuen?</p> <p>16 A. A-C-C-U-E-N.</p> <p>17 Q. What is Accuen?</p> <p>18 A. Accuen was our programmatic trading</p> <p>19 small business unit. It is now a defunct</p> <p>20 unit. It has now been absorbed into the</p> <p>21 various brand agencies.</p> <p>22 Q. Did you say --</p> <p>23 MS. MORGAN: I'm having a problem</p> <p>24 with the realtime, following.</p> <p>25 Q. Did you say that it was a</p>	<p style="text-align: right;">Page 20</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 head of the programmatic. I moved from there</p> <p>3 into our head of and ultimately the chief of</p> <p>4 activation, and recently appointed our chief</p> <p>5 innovation and product solutions officer.</p> <p>6 Q. What were you doing when you were</p> <p>7 the chief of activation?</p> <p>8 A. Overseeing product and practices</p> <p>9 for activation roles. The practices are your</p> <p>10 buying teams, that's what we would consider</p> <p>11 to be activation. So consistent with my</p> <p>12 initial role overseeing search, social,</p> <p>13 programmatic, and digital direct buyers.</p> <p>14 Q. And how has your role changed since</p> <p>15 you became the chief innovation and product</p> <p>16 solutions officer?</p> <p>17 A. I would say I spend more time with</p> <p>18 the total community, so including the</p> <p>19 planning, cross-media planning and</p> <p>20 communications plannings teams. I also work</p> <p>21 quite a bit on new business, proposals and</p> <p>22 pitches. I'm marketplace facing, create</p> <p>23 products out of platform. All of those seem</p> <p>24 net new to me versus what I was previously</p> <p>25 doing.</p>
<p style="text-align: right;">Page 19</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 programmatic training?</p> <p>3 A. Trading.</p> <p>4 Q. Trading. How long were you in that</p> <p>5 role?</p> <p>6 A. Until we were absorbed into the</p> <p>7 brand agency, I moved into OMD, which is</p> <p>8 where I am at currently, I believe that was</p> <p>9 within are six to twelve months. And then</p> <p>10 officially, I want to say about 18 months</p> <p>11 after I started, when we officially moved</p> <p>12 under the OMD umbrella.</p> <p>13 Q. Has your title changed since you</p> <p>14 have been at OMD?</p> <p>15 A. It has.</p> <p>16 Q. What have your -- why don't you</p> <p>17 just give me like a little summary of what</p> <p>18 your titles have been since you've been</p> <p>19 there?</p> <p>20 A. Sure. After Accuen, my role at OMD</p> <p>21 was running the Chicago office for search,</p> <p>22 social and programmatic, strictly as the</p> <p>23 managing director of the office, for the</p> <p>24 region. From there, I moved into a</p> <p>25 programmatic focused role nationally as the</p>	<p style="text-align: right;">Page 21</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 Q. What does cross-media planning</p> <p>3 mean?</p> <p>4 A. It's hard to answer that without</p> <p>5 just saying what it is. Cross-media planning</p> <p>6 is a process of evaluating where to invest by</p> <p>7 goal, and then what channel will deliver</p> <p>8 against that goal.</p> <p>9 Q. What kinds of channels can be used</p> <p>10 to fulfill a goal in cross-media planning?</p> <p>11 A. All media channels, digital out of</p> <p>12 home is such a channel.</p> <p>13 Q. What are some other examples?</p> <p>14 A. Search, social, programmatic,</p> <p>15 linear television, legacy out of home, audio,</p> <p>16 radio, print.</p> <p>17 Q. What falls into the category of</p> <p>18 programmatic?</p> <p>19 A. I would prefer to call it</p> <p>20 "programmatically," with an L-Y.</p> <p>21 Q. Why is that?</p> <p>22 A. We've evolved, programmatic at one</p> <p>23 point was something that you bought, often</p> <p>24 via IO, like a managed service, even</p> <p>25 internally it was bought that way within</p>

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<p style="text-align: right;">Page 66</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 MS. MORGAN: I am going to mark a</p> <p>3 document as Omnicom Exhibit 1.</p> <p>4 Q. Mr. Lambert, I am going to hand</p> <p>5 this to you without getting entangled with my</p> <p>6 microphone.</p> <p>7 (Omnicom Exhibit 1, PowerPoint</p> <p>8 document entitled, "21 NMTF," Bates Nos.</p> <p>9 OMD_000236 through OMD_000421, marked</p> <p>10 for identification, this date.)</p> <p>11 MR. LYNCH: Just note this is a</p> <p>12 185-page PowerPoint presentation.</p> <p>13 MS. MORGAN: This document is Bates</p> <p>14 stamped OMD_0002236 and it's a deck</p> <p>15 titled, "21 NMTF."</p> <p>16 Q. Do you see that?</p> <p>17 A. I do.</p> <p>18 Q. Do you recognize this document?</p> <p>19 A. Yes.</p> <p>20 Q. What is it?</p> <p>21 A. This is the 2121 tactical reco.</p> <p>22 Q. Did you work on the Army campaign</p> <p>23 at this time?</p> <p>24 A. I did not.</p> <p>25 Q. Were you at OMD at this time?</p>	<p style="text-align: right;">Page 68</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 normal course of OMD's business?</p> <p>3 A. A tactical recommendation, yes.</p> <p>4 Q. This is a very long document. So</p> <p>5 I'm going to ask you about specific things in</p> <p>6 here. If you would like to take some time to</p> <p>7 flip through it, that's totally fine, and you</p> <p>8 can feel free to read any context as we're</p> <p>9 going through it. I am going to ask you</p> <p>10 questions, if you're like, I need to look</p> <p>11 back, just let me know.</p> <p>12 I want to start on the third page,</p> <p>13 which has a little Bates stamp in the bottom</p> <p>14 that says 000238. Do you see that?</p> <p>15 A. I do.</p> <p>16 Q. What is B-L-U-F?</p> <p>17 A. It's the code for the campaign,</p> <p>18 basically in response to the order from the</p> <p>19 U.S. Army.</p> <p>20 Q. This says the FY -- "FY22 Tactical</p> <p>21 Media Plan is built on FY21 performance</p> <p>22 insights to generate awareness and increase</p> <p>23 consideration with Core and Growth Prospects</p> <p>24 to meet 100 percent of Media Lead and EMM</p> <p>25 Contract Goal."</p>
<p style="text-align: right;">Page 67</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 A. I was.</p> <p>3 Q. What is Team DDB?</p> <p>4 A. Team DDB is the integrated agency</p> <p>5 team.</p> <p>6 Q. What are the -- what does that</p> <p>7 mean?</p> <p>8 A. It has the creative agency, DDB is</p> <p>9 an example. I gave you BBDO as example</p> <p>10 earlier. OMD is the media agency of record.</p> <p>11 Annalect is the tech agency, media agency,</p> <p>12 measurement agency of record.</p> <p>13 Q. Okay. So do you see that this</p> <p>14 document has at the top corner something that</p> <p>15 says, "Team DDB"?</p> <p>16 A. I do.</p> <p>17 Q. What does that indicate about this</p> <p>18 document?</p> <p>19 A. That it has gone through Team DDB</p> <p>20 for creation.</p> <p>21 Q. And Team DDB includes OMD and also</p> <p>22 DDB, the creative agency, and also another</p> <p>23 entity that's an analytics related entity?</p> <p>24 A. Yes, yes.</p> <p>25 Q. Is this document created in the</p>	<p style="text-align: right;">Page 69</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 What is the FY22 Tactical Media</p> <p>3 Plan?</p> <p>4 A. Everything that follows this page.</p> <p>5 Q. What is the purpose of the</p> <p>6 document?</p> <p>7 A. To gain alignment with the U.S.</p> <p>8 Army clients that the tactics themselves</p> <p>9 would deliver on, we will call it a business</p> <p>10 goal, the sort of channels we're going to</p> <p>11 activate, the purpose of channel, the</p> <p>12 specifics within the channel, partners,</p> <p>13 publishers, platforms.</p> <p>14 Q. Does this tactical media plan cover</p> <p>15 multiple campaigns?</p> <p>16 A. Can you define "campaign"?</p> <p>17 Q. Maybe you should define campaign.</p> <p>18 You're probably better at it than I am.</p> <p>19 How would you define a campaign?</p> <p>20 A. Well, it has the media plan</p> <p>21 details. So my understanding is that this is</p> <p>22 capturing all the media plan details. So</p> <p>23 this may be the entire year's annual plan.</p> <p>24 Q. This sentence refers to "FY21</p> <p>25 performance insights." Do you have an</p>

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<p style="text-align: right;">Page 78</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 just want to make walk through and make sure</p> <p>3 I understand it.</p> <p>4 You talked at some point about</p> <p>5 programmatic guaranteed. Do you remember</p> <p>6 that? What is programmatic guaranteed?</p> <p>7 A. A direct contract with a publisher</p> <p>8 to buy a set amount of inventory with</p> <p>9 prerequisites against that inventory. It's a</p> <p>10 type of deal.</p> <p>11 Q. Are you familiar with just a direct</p> <p>12 sale, not programmatic?</p> <p>13 A. Yes.</p> <p>14 Q. What's the difference between a</p> <p>15 direct sale and a programmatic guaranteed</p> <p>16 sale?</p> <p>17 A. In what environment?</p> <p>18 Q. For purchase?</p> <p>19 A. In what environment?</p> <p>20 Q. I guess for digital display.</p> <p>21 A. The difference is in the process,</p> <p>22 not in the product.</p> <p>23 Q. So when you do -- when an</p> <p>24 advertiser enters into a programmatic</p> <p>25 guaranteed sale, purchase -- sorry -- do they</p>	<p style="text-align: right;">Page 80</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 A. It means we negotiate the price</p> <p>3 with the publisher and sometimes various</p> <p>4 constraints on their side.</p> <p>5 Q. What kind of constraints?</p> <p>6 A. Viewability, we may only want to</p> <p>7 buy viewable impressions in the deal.</p> <p>8 Q. Are you familiar with the open</p> <p>9 auctions?</p> <p>10 A. Yes.</p> <p>11 Q. What are open auctions?</p> <p>12 A. Open auctions are the legacy</p> <p>13 standard for programmatic buys. They are the</p> <p>14 point of bid transaction between the buyer</p> <p>15 and the seller, across the rest of the</p> <p>16 internet.</p> <p>17 Q. What's the difference between an</p> <p>18 open auction and a private marketplace</p> <p>19 programmatically bought at?</p> <p>20 A. Open auction is inclusive to anyone</p> <p>21 who wants to buy that impression.</p> <p>22 Programmatic guaranteed is limited just to</p> <p>23 me. Private marketplaces are a transparent</p> <p>24 floor, more often than not that I know I am</p> <p>25 going to have to pay.</p>
<p style="text-align: right;">Page 79</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 know when that inventory is going to be</p> <p>3 filled that they're buying?</p> <p>4 MS. CLEMONS: Objection, form.</p> <p>5 A. For the most part, yes.</p> <p>6 Q. What do you mean, "For the most</p> <p>7 part"?</p> <p>8 A. The expectation of the contract is</p> <p>9 delivered within the campaign.</p> <p>10 Q. Are you familiar with preferred</p> <p>11 deals?</p> <p>12 A. I am.</p> <p>13 Q. What are preferred deals?</p> <p>14 A. Those are programmatic guaranteed.</p> <p>15 Q. They're the same exact thing as</p> <p>16 programmatic guaranteed.</p> <p>17 Are you familiar with the private</p> <p>18 marketplace deals?</p> <p>19 A. I am.</p> <p>20 Q. What's that?</p> <p>21 A. It is a negotiated deal, again</p> <p>22 directly with the publisher, but not</p> <p>23 guaranteed.</p> <p>24 Q. What does that mean, for it to not</p> <p>25 be guaranteed?</p>	<p style="text-align: right;">Page 81</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 Q. This category of digital display</p> <p>3 that we were just looking at, did that</p> <p>4 include digital display ads that are bought</p> <p>5 using, that are bought directly and are</p> <p>6 bought using all of these different ways of</p> <p>7 programmatic buying?</p> <p>8 MS. CLEMONS: Objection, form.</p> <p>9 A. If it can be bought</p> <p>10 programmatically, it was bought</p> <p>11 programmatically.</p> <p>12 Q. But does this category include</p> <p>13 preferred programmatic guaranteed or</p> <p>14 preferred deals, as well as private</p> <p>15 marketplace deals, as well as open auction</p> <p>16 deals?</p> <p>17 MS. CLEMONS: Objection, form.</p> <p>18 A. More of your programmatic</p> <p>19 guaranteed deals are going to need video, but</p> <p>20 yes it would include PMPs?</p> <p>21 Q. Are the digital display ads that</p> <p>22 fall into this category served on apps in</p> <p>23 addition to on publisher websites and walled</p> <p>24 gardens?</p> <p>25 MS. CLEMONS: Objection, form.</p>

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<p style="text-align: right;">Page 82</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 A. Yes.</p> <p>3 Q. Are they also on the apps for</p> <p>4 walled gardens?</p> <p>5 A. Yes.</p> <p>6 Q. You mentioned social as a walled</p> <p>7 garden. What kind of social?</p> <p>8 A. The Meta suite of platforms is</p> <p>9 social, TikTok is social, SnapChat is social,</p> <p>10 Pinterest is social.</p> <p>11 Q. Right below that, the "Digital</p> <p>12 Display" category, there's a category called</p> <p>13 "Paid Social." What does that cover?</p> <p>14 A. The platforms I just laid out.</p> <p>15 Q. Okay. How is that distinct from</p> <p>16 digital display?</p> <p>17 A. Digital display is an ad unit. In</p> <p>18 this case we're talking about digital display</p> <p>19 outside of social, similar to the</p> <p>20 programmatic/programmatically</p> <p>21 differentiation. Display ads can run on</p> <p>22 social, but the social environment itself is</p> <p>23 not transferrable between other publishers</p> <p>24 the way it is in digital display ad, open</p> <p>25 web, private marketplaces.</p>	<p style="text-align: right;">Page 84</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 previous year, it's been based on the</p> <p>3 previous year's performance, volume,</p> <p>4 prediction are also included.</p> <p>5 Q. Is that something you talk about</p> <p>6 with the client?</p> <p>7 A. Which part?</p> <p>8 Q. How you are going to choose the</p> <p>9 search portals you will be on?</p> <p>10 A. Yes.</p> <p>11 Q. Do they get a choice in what the</p> <p>12 search portals are?</p> <p>13 MS. CLEMONS: Objection, form.</p> <p>14 A. Choices relevant.</p> <p>15 Q. What's Google Discovery?</p> <p>16 A. It's a broker product that is</p> <p>17 designed to capture and drive leads.</p> <p>18 Q. How does the product, like what</p> <p>19 does the product do?</p> <p>20 A. It goes a little bit further than</p> <p>21 your standard search product. It can be</p> <p>22 inclusive of things like maps or displays,</p> <p>23 things like that. How they focused again on</p> <p>24 acquisitions, and in this case, it's lead</p> <p>25 acquisition.</p>
<p style="text-align: right;">Page 83</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 Q. What does that mean?</p> <p>3 A. It means that I only operate within</p> <p>4 the native environment of the social</p> <p>5 platform.</p> <p>6 Q. Below that is Reddit?</p> <p>7 A. Uh-huh.</p> <p>8 Q. Why is Reddit itself a category?</p> <p>9 A. Reddit refuses to be defined as</p> <p>10 anything.</p> <p>11 Q. What kind of ads run on Reddit?</p> <p>12 A. Mostly display ads but video as</p> <p>13 well.</p> <p>14 Q. Below that is "Search." What falls</p> <p>15 into that category?</p> <p>16 A. Search-based buys in this box here</p> <p>17 are a direct reference to search portals.</p> <p>18 Q. What do you mean when you say</p> <p>19 "search portals"?</p> <p>20 A. We operate Google's product that</p> <p>21 also gives us access to Bing, so Google and</p> <p>22 Bing.</p> <p>23 Q. How do you decide which search</p> <p>24 portals you are going to operate within?</p> <p>25 A. Since this is coming off of a</p>	<p style="text-align: right;">Page 85</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 Q. Let's go to page 17, which is, it's</p> <p>3 got like a little 252 down in the lower right</p> <p>4 corner.</p> <p>5 Do you see that?</p> <p>6 A. I do.</p> <p>7 Q. I will just give you a second to</p> <p>8 look at it. And when you've looked at it, my</p> <p>9 first question is going to be, what is a</p> <p>10 tactical pivot, but take your time.</p> <p>11 A. Can you repeat that question?</p> <p>12 Q. What is a tactical pivot?</p> <p>13 A. This is an optimization.</p> <p>14 Q. What does that mean?</p> <p>15 A. We are moving dollars from one</p> <p>16 channel, in this case, to another, a</p> <p>17 reallocation of investment at a channel level</p> <p>18 and that can also happen within the channel</p> <p>19 as well across the forum.</p> <p>20 Q. When you talk about reallocation,</p> <p>21 is there a budget that you're working within?</p> <p>22 MS. CLEMONS: Objection, form.</p> <p>23 A. The total budget of the campaign.</p> <p>24 Q. If you have a total budget for the</p> <p>25 campaign, am I right that in order to</p>

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<p style="text-align: right;">Page 214</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 A. Yes.</p> <p>3 Q. What would happen?</p> <p>4 A. You would not be able to work with</p> <p>5 Google anymore. Air Force would not be able</p> <p>6 to work with Google anymore.</p> <p>7 Q. Would Omnicom have to pay the</p> <p>8 amount under the insertion order owed to</p> <p>9 Google?</p> <p>10 MS. CLEMONS: Objection, form.</p> <p>11 A. No.</p> <p>12 Q. Would Omnicom -- which agencies at</p> <p>13 Omnicom work at the Army?</p> <p>14 A. DDB, the creative agency of record,</p> <p>15 OMD, the media agency of record, and</p> <p>16 Annalect.</p> <p>17 Q. How long has Omnicom or DDB been</p> <p>18 working with the Army?</p> <p>19 A. Since the inception of the award.</p> <p>20 Q. Do you know when that was?</p> <p>21 A. I did. I don't now.</p> <p>22 Q. Is it more than five years?</p> <p>23 A. Roughly five years.</p> <p>24 Q. That time has DDB worked on all of</p> <p>25 Army's campaigns?</p>	<p style="text-align: right;">Page 216</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 A. Yes.</p> <p>3 Q. Yes, you know? Or yes, it's</p> <p>4 different?</p> <p>5 A. Yes, I know and, yes, it's</p> <p>6 different.</p> <p>7 Q. How is it different?</p> <p>8 A. One is a full service agency</p> <p>9 contract with creative and media baked into</p> <p>10 it, at -- underneath the team DDB umbrella,</p> <p>11 where OMD is in one way -- maybe you can</p> <p>12 consider them a subcontractor, I wouldn't</p> <p>13 because they're part of the contract term --</p> <p>14 whereas, the Air Force/GSD&M relationship I</p> <p>15 believe it to be one to one.</p> <p>16 Q. Does -- do the Omnicom agencies</p> <p>17 that work with the Army use Google products</p> <p>18 or services in connection with their work for</p> <p>19 the Army?</p> <p>20 A. Yes.</p> <p>21 Q. Which products and services?</p> <p>22 A. DV360, Campaign Manager, Ads 360.</p> <p>23 Q. Do the Omnicom agencies that work</p> <p>24 with the Army enter into insertion orders in</p> <p>25 connection with their use of each one of</p>
<p style="text-align: right;">Page 215</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 MS. CLEMONS: Objection, form,</p> <p>3 foundation.</p> <p>4 A. All campaigns that came with a task</p> <p>5 order for DBD to execute.</p> <p>6 Q. Do you know if during that time the</p> <p>7 Army had used another ad agency or media</p> <p>8 agency?</p> <p>9 A. There may -- there may be an</p> <p>10 engagement with TMA, which is the marketing</p> <p>11 arm, another Omnicom agency that sits with</p> <p>12 us. It's a bit speculative, but...</p> <p>13 Q. That's also an Omnicom agency?</p> <p>14 A. Uh-huh. Another full service</p> <p>15 agency.</p> <p>16 Q. Do you know if the Army has ever</p> <p>17 worked with any media agencies outside of the</p> <p>18 Omnicom group?</p> <p>19 A. I do not know.</p> <p>20 Q. Do you know if the contract that</p> <p>21 DDB has with the Army is materially different</p> <p>22 than the contract between GSD&M and the Air</p> <p>23 Force?</p> <p>24 MS. CLEMONS: Objection, form,</p> <p>25 foundation.</p>	<p style="text-align: right;">Page 217</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 those separate tools on behalf of the Army?</p> <p>3 MS. CLEMONS: Objection, form.</p> <p>4 A. No.</p> <p>5 Q. Why not?</p> <p>6 A. We have evergreen agreements with</p> <p>7 Google, and those agreements apply to all of</p> <p>8 our clients. Insertion orders are task</p> <p>9 oriented at a campaign level, usually given</p> <p>10 to supporting services.</p> <p>11 Q. So am I correct that you have one</p> <p>12 agreement with Google at OMD that applies to</p> <p>13 all of your clients?</p> <p>14 A. Yes.</p> <p>15 Q. And do you enter into insertion</p> <p>16 orders on behalf of the Army with Google for</p> <p>17 use of Google's products in addition to</p> <p>18 having that evergreen contract?</p> <p>19 A. This is a really a systems question</p> <p>20 on our end. We use a product called Prisma</p> <p>21 for ordering. Typically your insertion</p> <p>22 order, like this one, is going out to Google.</p> <p>23 Internally, though, the system now requires</p> <p>24 us to send an insertion order effectively to</p> <p>25 ourselves to use the Google product. It's a</p>

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<p style="text-align: right;">Page 238</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 A. It is.</p> <p>3 And I also want to edit my answer.</p> <p>4 I believe they purge after three years on</p> <p>5 data.</p> <p>6 And I wanted to clarify, we had a</p> <p>7 question with like a bit of a hanging chat on</p> <p>8 did I talk to them about being a witness.</p> <p>9 Q. Oh, yeah.</p> <p>10 A. I talked with my counsel about</p> <p>11 being in the next stage in this, about could</p> <p>12 I be called as a witness for whatever that</p> <p>13 next round is, and they said, yes, Google or</p> <p>14 the DOJ could do that and I said okay.</p> <p>15 Q. Thank you for the clarification.</p> <p>16 So you have data, Omnicom has data</p> <p>17 going back at least three years that shows</p> <p>18 purchases on Army's behalf for Google's</p> <p>19 products?</p> <p>20 A. Yes.</p> <p>21 Q. Did you offer that data to the</p> <p>22 Department of Justice?</p> <p>23 A. That would be the template we were</p> <p>24 speaking about.</p> <p>25 Q. And you said that after the second</p>	<p style="text-align: right;">Page 240</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 EXAMINATION BY</p> <p>3 MS. CLEMONS:</p> <p>4 Q. Mr. Lambert, I am going to ask you</p> <p>5 to refer back to Exhibit 1, if you have that</p> <p>6 somewhere available.</p> <p>7 THE WITNESS: I gave them all to</p> <p>8 the court reporter.</p> <p>9 Thank you.</p> <p>10 Q. Do you recall testifying earlier</p> <p>11 about this document?</p> <p>12 A. I do.</p> <p>13 Q. And you described this document as</p> <p>14 a tactical recommendation or reco I think is</p> <p>15 the term you used; is that right?</p> <p>16 A. That's correct.</p> <p>17 Q. So is it fair to say, based on the</p> <p>18 title of this document and the use of</p> <p>19 recommendation throughout, that this was not</p> <p>20 a final approved plan at the time that DDB</p> <p>21 created the document?</p> <p>22 A. That's exactly --</p> <p>23 MS. MORGAN: Objection, form.</p> <p>24 MR. LYNCH: You can answer.</p> <p>25 A. That's exactly right.</p>
<p style="text-align: right;">Page 239</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 meeting you had with the Department of</p> <p>3 Justice, they never followed up with you on</p> <p>4 getting that template?</p> <p>5 A. That's correct.</p> <p>6 MS. CLEMONS: Objection, form,</p> <p>7 foundation.</p> <p>8 A. That's correct.</p> <p>9 Q. Do you know if DOJ has tried to get</p> <p>10 that data from Omnicom since your meeting?</p> <p>11 A. I do not believe they have.</p> <p>12 MS. MORGAN: I have no further</p> <p>13 questions for now. I'll just reserve</p> <p>14 the rest of my time.</p> <p>15 MR. LYNCH: Do you want take</p> <p>16 another break?</p> <p>17 MS. CLEMONS: If we could take like</p> <p>18 ten minutes, that would be helpful.</p> <p>19 MR. LYNCH: Sure.</p> <p>20 THE VIDEOGRAPHER: The time is</p> <p>21 3:49 p.m. and we are going off the</p> <p>22 record.</p> <p>23 (A brief recess was taken.)</p> <p>24 THE VIDEOGRAPHER: The time is</p> <p>25 4:09 p.m. We are back on the record.</p>	<p style="text-align: right;">Page 241</p> <p>1 [REDACTED]</p> <p>2 [REDACTED]</p> <p>3 [REDACTED]</p> <p>4 [REDACTED]</p> <p>5 [REDACTED]</p> <p>6 [REDACTED]</p> <p>7 [REDACTED]</p> <p>8 [REDACTED]</p> <p>9 [REDACTED]</p> <p>10 [REDACTED]</p> <p>11 [REDACTED]</p> <p>12 [REDACTED]</p> <p>13 [REDACTED]</p> <p>14 [REDACTED]</p> <p>15 [REDACTED]</p> <p>16 [REDACTED]</p> <p>17 [REDACTED]</p> <p>18 [REDACTED]</p> <p>19 [REDACTED]</p> <p>20 [REDACTED]</p> <p>21 [REDACTED]</p> <p>22 [REDACTED]</p> <p>23 [REDACTED]</p> <p>24 [REDACTED]</p> <p>25 [REDACTED]</p>

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<p style="text-align: right;">Page 242</p> <p>1 [REDACTED] 2 [REDACTED] 3 [REDACTED] 4 [REDACTED] 5 [REDACTED] 6 [REDACTED] 7 [REDACTED] 8 [REDACTED] 9 [REDACTED] 10 [REDACTED] 11 [REDACTED] 12 [REDACTED] 13 [REDACTED] 14 [REDACTED] 15 [REDACTED] 16 [REDACTED] 17 [REDACTED] 18 [REDACTED] 19 [REDACTED] 20 [REDACTED] 21 [REDACTED] 22 [REDACTED] 23 [REDACTED] 24 [REDACTED] 25 Q. If you turn to page 98 in the</p>	<p style="text-align: right;">Page 244</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL 2 native environments? 3 A. They can. It would be called an 4 advertorial. 5 Q. Can radio advertisements be native 6 ads? 7 A. I would not call those native ads. 8 I would call them things like pre-reads or 9 integrations or sponsorships. 10 Q. So is native advertising its own, 11 separate channel of advertising, or is it a 12 format of different channels of advertising? 13 MS. MORGAN: Objection to form. 14 A. Native would be a tactic. Yeah, 15 native would be a tactic that we would 16 execute. 17 Q. And you mentioned earlier that 18 tactics are within channels; is that right? 19 A. Yes, it's not the lowest form of 20 what we do, but it's close to it. 21 Q. Okay. So a native display ad that 22 is purchased programmatically is still a 23 display ad; is that right? 24 A. Yes. 25 MS. CLEMONS: Thank you. I think</p>
<p style="text-align: right;">Page 243</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL 2 document, which is -- 3 A. Got it, "Enlisted - Compo 1/3." 4 Q. The top says, "Enlisted - Compo 5 1/3: Mid Funnel Programmatic Display." Do 6 you see that? 7 A. I do. 8 Q. Under that heading there is a box 9 that says, "Dynamic Creative" and one that 10 says "Native Ads." Do you see that? 11 A. I do. 12 Q. Are native ads as referred to on 13 this slide a form of programmatic display 14 advertising? 15 A. Yes. 16 Q. Are there other forms of native ads 17 that are not display advertising? 18 A. Yes. 19 Q. What kinds of native ads are there 20 that you can think of that are not display 21 advertising? 22 A. Within display I would include rich 23 media, but video assets can also be in native 24 environments. 25 Q. Can print advertisement be in</p>	<p style="text-align: right;">Page 245</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL 2 you can set that aside. 3 Q. Have you ever heard the term, do 4 not buy list? 5 A. I've heard it, yes. 6 Q. To your understanding, what is the 7 do not buy list? 8 A. It's an exclusion list. We use 9 both the positive and the negative with the 10 phrase. We use inclusion lists and exclusion 11 lists. Exclusion lists are hard to keep up 12 with because every single moment there is a 13 new site, a new product, a new content piece 14 that we have to try and avoid. So exclusion 15 lists only do so much, but ultimately they 16 are curated at the client level to ensure 17 that when we are buying in the open exchange, 18 we are not buying against anything that has 19 been deemed unworthy of our clients. 20 Q. Okay. So are the things, the 21 things that are not to be bought publisher 22 inventory or websites, or what is on the 23 list? 24 A. Yeah, for the most part, it would 25 be things like long tail, long tail being</p>

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<p style="text-align: right;">Page 246</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 sites that are really not attached to any</p> <p>3 particular publishing house or group. It's</p> <p>4 not professionally done. I think more blog</p> <p>5 experience than anything. If you ever looked</p> <p>6 up a recipe online, you know how hard it is</p> <p>7 to get to the recipe, all of those ads in</p> <p>8 between you and that. That is something we</p> <p>9 don't want to buy.</p> <p>10 It's also things that are just not</p> <p>11 safe for brand. So a Breitbart would be on</p> <p>12 an exclusion list. Right. So anything with</p> <p>13 disinformation or misinformation would be on</p> <p>14 an exclusion list, do not buy list. And then</p> <p>15 for the most part any site that has been</p> <p>16 created, kind of exclusively for the purpose</p> <p>17 of serving ads, we would put on the exclusion</p> <p>18 list, right. So no one is there on purpose</p> <p>19 really and when they are, they are trying to</p> <p>20 leave.</p> <p>21 Q. Okay. And you mentioned that that</p> <p>22 was curated on a client basis; is that right?</p> <p>23 A. Yep. There is an OMG Center of</p> <p>24 Excellence built inclusion and exclusion</p> <p>25 lists, that has to be deployed on all</p>	<p style="text-align: right;">Page 248</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 Q. And if Army said they didn't want</p> <p>3 their creative appearing on particular</p> <p>4 websites, would OMD continue to purchase</p> <p>5 inventory on its behalf on that website?</p> <p>6 A. It would go on the exclusion list.</p> <p>7 Q. And would then OMD stop purchasing</p> <p>8 inventory on those websites on Army's behalf?</p> <p>9 A. Yes.</p> <p>10 Q. If --</p> <p>11 MS. CLEMONS: Strike that.</p> <p>12 Q. Is that true as well for the other</p> <p>13 federal agency advertisers served by Omnicom</p> <p>14 agencies?</p> <p>15 A. Inclusion and exclusion lists are</p> <p>16 standard protocols for OMG. We have had</p> <p>17 conversations with our partners and sister</p> <p>18 agencies to implement those same standards.</p> <p>19 I do not know if they've actually done so.</p> <p>20 Q. If Army were to tell DDB or OMD</p> <p>21 that they no longer wanted to use a</p> <p>22 particular vendor to purchase a certain kind</p> <p>23 of advertising, would OMD continue to use</p> <p>24 that vendor?</p> <p>25 MS. MORGAN: Object to the form.</p>
<p style="text-align: right;">Page 247</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 programmatic campaigns. We also take those</p> <p>3 lists to clients and try to cull down</p> <p>4 specifically for those clients. There will</p> <p>5 be times where clients sit, maybe middle of</p> <p>6 the road, and don't want to lean in one way</p> <p>7 or the another, like politically, and so</p> <p>8 they'll buy news from both sides. It's rare,</p> <p>9 but it exists.</p> <p>10 Yeah, I think that answers it.</p> <p>11 Q. To your knowledge, is there a do</p> <p>12 not buy list or a do buy list, I think you</p> <p>13 said, there is an inclusion list as well, for</p> <p>14 the Army and the purchasing that OMD does on</p> <p>15 Army's behalf?</p> <p>16 A. Inclusion lists and exclusion lists</p> <p>17 are standard protocol for all programmatic</p> <p>18 campaign.</p> <p>19 Q. And was Army involved in creating</p> <p>20 and curating that list?</p> <p>21 MS. MORGAN: Objection to form.</p> <p>22 A. The process is to include the</p> <p>23 client. I do not know if this client was</p> <p>24 included in any culling of the list, but the</p> <p>25 list should be on the campaigns.</p>	<p style="text-align: right;">Page 249</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 A. It wouldn't be an instant reaction,</p> <p>3 if they said no more this vendor, we would</p> <p>4 likely assess that vendor's removal would</p> <p>5 impact us to a certain extent, and then bring</p> <p>6 back an assessment or a response to the Army.</p> <p>7 THE WITNESS: Gesundheit.</p> <p>8 Q. And are the particular vendors that</p> <p>9 will be used to purchase media on Army behalf</p> <p>10 a part of the tactical recommendations that</p> <p>11 happen annually?</p> <p>12 MS. MORGAN: Object to the form.</p> <p>13 A. Yes, yes, the tactical</p> <p>14 recommendation is quite specifically the</p> <p>15 platforms we're going to buy, the units</p> <p>16 within those platforms we're going to buy,</p> <p>17 the targeting we would do on those platforms.</p> <p>18 So inherently, yes, it's more than just this</p> <p>19 platform we will use for this thing.</p> <p>20 Q. I believe you testified earlier</p> <p>21 that transparency is important to Omnicom</p> <p>22 with respect to platforms and vendors that it</p> <p>23 uses to purchase advertising on its clients'</p> <p>24 behalf; is that accurate?</p> <p>25 A. Very much so.</p>

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19 Q. And why is that a concern for
20 Omnicom on behalf of its clients?
21 MS. MORGAN: Objection, form.
22 A. Transparency in general is
23 important. Clients expect their media
24 dollars to be working media dollars, which is
25 what ultimately gets to the publisher. We

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2 talked a bit about the history of how we've
3 gotten to where we are today, and there was a
4 point in time before the supply-side
5 platforms, the SSPs existed, where ad
6 networks were "the thing." You would buy
7 them via an IO. They would deliver against a
8 KPI, but you would have no idea, you know,
9 how much they margin they took versus what
10 they gave to the publishers that they were
11 buying on your behalf. That kind of way of
12 working hadn't changed, even though they
13 became SSPs and tied into the exchange
14 marketplace.
15 So it's always kind have been an
16 issue. We provide our clients complete
17 transparency in everything that we do, but we
18 can't guarantee transparency from the
19 marketplace, and then that frustrates our
20 clients.
21 Q. So you've been referring to
22 transparency in terms of the take rate from
23 the SSP, right?
24 A. Yes, from all SSPs. This is an SSP
25 consistent issue.

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2 Q. And that includes Google SSP, AdX?
3 A. AdX, yep.
4 Q. Are there also issues with
5 transparency in terms of which bids win and
6 what amounts?
7 MS. MORGAN: Objection, form.
8 A. Yes. There's always been concern
9 about how we know we're winning the bids that
10 we're participating in. We've seen the
11 entire ecosystem move to a first price
12 auction scenario, instead of a second price
13 auction, which is now standard protocol. It
14 says, you evaluated what you're willing to
15 spend, and that's what you should spend.
16 We don't necessarily know though if
17 we're competing and winning versus, you know,
18 a similar, or the same bid, or if we're
19 getting it from, you know, our DSP versus
20 somebody else's DSP and what that competition
21 looks like. So there's just -- you know,
22 it's hard to know. We know what we are
23 clearing at. We just don't know what else is
24 happening there behind the scenes.
25 Q. Would additional transparency be

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<p style="text-align: right;">Page 254</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 able to better serve your advertiser clients?</p> <p>3 MS. MORGAN: Objection to form,</p> <p>4 lacks foundation.</p> <p>5 A. I don't know if it's a better path</p> <p>6 to service with the clients. What we do is</p> <p>7 we buy. I think it would possibly open up</p> <p>8 new places for negotiation from the buy side,</p> <p>9 where typically the supply side is</p> <p>10 negotiating it. But I don't necessarily</p> <p>11 think it changes my ability to service our</p> <p>12 clients. I think we can continue the way we</p> <p>13 are servicing the clients.</p> <p>14 Q. Does Google inform Omnicom when it</p> <p>15 changes the way that it operates the</p> <p>16 algorithm is used to determine the winning</p> <p>17 bid auctions for display advertising?</p> <p>18 MS. MORGAN: Objection, form, lacks</p> <p>19 foundation.</p> <p>20 A. We're generally kept up to speed</p> <p>21 with platform updates and changes to the</p> <p>22 platform, including algos. It's the details</p> <p>23 behind it, again, that we may not be</p> <p>24 completely clear on, and that's beyond DV360.</p> <p>25 Q. So for -- let's take Army for</p>	<p style="text-align: right;">Page 256</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 Q. And so if that fee went up, the</p> <p>3 increase in those fees would be born by the</p> <p>4 advertiser as well; is that right?</p> <p>5 A. Yes, but we've done a good job of</p> <p>6 going the other way with fees.</p> <p>7 Q. So earlier you testified about some</p> <p>8 meetings between OMD and your counsel and the</p> <p>9 Department of Justice with respect to Army</p> <p>10 data. Do you remember that testimony?</p> <p>11 A. I do.</p> <p>12 Q. Does OMD ordinarily produce</p> <p>13 campaign reports in the terabytes of data on</p> <p>14 the details of purchases to Army under the</p> <p>15 Army contract?</p> <p>16 A. No.</p> <p>17 Q. So is it fair to say that reports</p> <p>18 at that level of detail and that volume are</p> <p>19 not ordinary course deliverables under the</p> <p>20 Army DDB OMD contract?</p> <p>21 A. I would question how it could even</p> <p>22 be done.</p> <p>23 Q. Do you personally work with</p> <p>24 contract modifications on behalf of DDB with</p> <p>25 respect to Army contracts?</p>
<p style="text-align: right;">Page 255</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 example. Are you able to tell Army how much</p> <p>3 AdX took out of Army's winning bids into AdX</p> <p>4 when you are reporting back on KPIs and other</p> <p>5 metrics related to Army campaigns?</p> <p>6 MS. MORGAN: Objection to form,</p> <p>7 lacks foundation.</p> <p>8 A. I would have to review our contract</p> <p>9 to see if we have a negotiated rate inside of</p> <p>10 AdX. At one point in time we did. I don't</p> <p>11 know if it's in the current GMP of our</p> <p>12 contract anymore.</p> <p>13 Q. And when you talked earlier about</p> <p>14 the eight and a half percent plus two</p> <p>15 cents -- per impression; is that right?</p> <p>16 A. Per CPM, this is a CPM.</p> <p>17 Q. For CPM.</p> <p>18 -- the eight and a half percent and</p> <p>19 the two cents CPM, are those fees ultimately</p> <p>20 paid by the advertiser client, specifically</p> <p>21 Army?</p> <p>22 A. Yeah. 100 percent of the media</p> <p>23 dollar is paid for by the client. It's not</p> <p>24 our investment. It's theirs. We're strictly</p> <p>25 the service arm.</p>	<p style="text-align: right;">Page 257</p> <p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 A. No, I don't personally. Any direct</p> <p>3 Army contracts are really third-party tech,</p> <p>4 things that would be are managed by Annalect.</p> <p>5 Q. Do you know who owns the overall</p> <p>6 contracting relationship at Omnicom with</p> <p>7 respect to Army?</p> <p>8 A. DDB, our scope contract within Army</p> <p>9 is DDB.</p> <p>10 Q. Do you have any idea what would</p> <p>11 need to be done to modify the contract so</p> <p>12 that Army could receive nonordinary course</p> <p>13 reports of detailed data like you referred to</p> <p>14 before?</p> <p>15 A. Yes, the scope will most certainly</p> <p>16 have a section in there on reporting,</p> <p>17 reporting cadence, reporting content,</p> <p>18 meetings on reports, tools used to deliver</p> <p>19 reporting, dashboarding, all of that would be</p> <p>20 in the scope. So we would need to update</p> <p>21 that portion of the scope if we wanted to</p> <p>22 update the sort of volume of data that they</p> <p>23 wanted to have access to. But typically</p> <p>24 campaign reporting is the goal, the campaign</p> <p>25 that we are working on, I would need to know</p>

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<p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 A. Yes.</p> <p>3 Q. You testified earlier that in the</p> <p>4 second meeting you had with the Department of</p> <p>5 Justice, that they could not tell Omnicom</p> <p>6 what they needed, so Omnicom could make it</p> <p>7 easier on them. Do you remember testifying</p> <p>8 about that?</p> <p>9 A. I do.</p> <p>10 Q. In the meeting that you were</p> <p>11 discussing, did the Department of Justice</p> <p>12 tell you that there were specific pieces of</p> <p>13 data that they were looking for?</p> <p>14 A. No.</p> <p>15 Q. Did you ask if there were specific</p> <p>16 pieces of data you could provide them that</p> <p>17 would be helpful?</p> <p>18 A. Yes.</p> <p>19 Q. Did they ever ask you for data</p> <p>20 after that meeting in response to your</p> <p>21 question about whether there were specific</p> <p>22 pieces of data that could be helpful?</p> <p>23 MS. CLEMONS: Objection to form.</p> <p>24 A. If -- they did not ask me, no.</p> <p>25 MS. MORGAN: Thank you. All right.</p>	<p>1</p> <p>2 STATE OF _____)</p> <p>3) :ss</p> <p>4 COUNTY OF _____)</p> <p>5</p> <p>6</p> <p>7 I, LUKE LAMBERT, the witness</p> <p>8 herein, having read the foregoing</p> <p>9 testimony of the pages of this</p> <p>10 deposition, do hereby certify it to be a</p> <p>11 true and correct transcript, subject to</p> <p>12 the corrections, if any, shown on the</p> <p>13 attached page.</p> <p>14</p> <p>15 _____</p> <p>16 LUKE LAMBERT</p> <p>17</p> <p>18 Sworn and subscribed to before</p> <p>19 me, this _____ day of</p> <p>20 _____, 2023.</p> <p>21 _____</p> <p>22 Notary Public</p> <p>23</p> <p>24</p> <p>25</p>
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<p>1 LAMBERT - HIGHLY CONFIDENTIAL</p> <p>2 Mr. Lambert, I think we can thank you</p> <p>3 for your time.</p> <p>4 THE WITNESS: Thanks.</p> <p>5 MR. LYNCH: So this is concluded?</p> <p>6 MS. MORGAN: Yes.</p> <p>7 THE VIDEOGRAPHER: The time is</p> <p>8 4:46 p.m. We're going off the record.</p> <p>9 (Time noted: 4:47 p.m.)</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>1</p> <p>2 C E R T I F I C A T E</p> <p>3 STATE OF NEW YORK)</p> <p>4 : ss.</p> <p>5 COUNTY OF NEW YORK)</p> <p>6 I, Jennifer Ocampo-Guzman, a</p> <p>7 Certified Realtime Shorthand Reporter and</p> <p>8 Notary Public within and for the State of New</p> <p>9 York, do hereby certify:</p> <p>10 That LUKE LAMBERT, the witness</p> <p>11 whose deposition is hereinbefore set forth,</p> <p>12 was duly sworn, and that such deposition is</p> <p>13 a true record of the testimony given by the</p> <p>14 witness.</p> <p>15 I further certify that I am not</p> <p>16 related to any of the parties to this action</p> <p>17 by blood or marriage, and that I am in no</p> <p>18 way interested in the outcome of this</p> <p>19 matter.</p> <p>20 IN WITNESS WHEREOF, I have</p> <p>21 hereunto set my hand this 1st day of</p> <p>22 September 2023.</p> <p>23 _____</p> <p>24 JENNIFER OCAMPO-GUZMAN, CRR, CLR</p> <p>25</p>

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<p style="text-align: right;">Page 270</p> <p>1 2 ----- I N D E X ----- 3 WITNESS EXAMINATION BY PAGE 4 LUKE LAMBERT MS. MORGAN 7, 264 5 MS. CLEMONS 240 6 ----- EXHIBITS ----- 7 OMNICOM FOR ID 8 9 Exhibit 1, PowerPoint document 66 entitled, "21 NMTE," Bates Nos. OMD_000236 through OMD_000421 10 11 Exhibit 2, PowerPoint document 101 entitled, "The U.S. Army, FY21 Q4 Marketing Mix Modeling," Bates Nos. 12 ARMY-ADS-0000187048 through ARMY-ADS-0000187065 13 14 Exhibit 3, E-mail dated 5/17/19, 119 Bates Nos. OMC-GOOG-00045175 through OMC-GOOG-00045282 15 16 Exhibit 4, E-mail dated 1/23/2020, 148 Bates Nos. OMC-GOOG-00053831 through OMC-GOOG-00053832 and 17 OMC-GOOG-00053867 through OMC-GOOG-00053893 18 19 Exhibit 4A, PowerPoint document 162 entitled, "Programmatic DSP Final RFI Results," [not Bates stamped] 20 21 Exhibit 5, E-mail dated 1/28/2020, 175 Bates Nos. OMC-GOOG-00101115 through OMC-GOOG-00101116 22 23 Exhibit 6, Document entitled, 197 "Solicitation, Offer and Demand," Bates Nos. USAF-ADS-0000416385 24 through USAF-ADS-000041420 25</p>	<p style="text-align: right;">Page 272</p> <p>1 Niall Lynch, Esq. 2 niall.lynch@lw.com 3 September 1st, 2023 4 RE: United States, Et Al v. Google, LLC 5 8/29/2023, Luke Lambert (#6079449) 6 The above-referenced transcript is available for 7 review. 8 Within the applicable timeframe, the witness should 9 read the testimony to verify its accuracy. If there are 10 any changes, the witness should note those with the 11 reason, on the attached Errata Sheet. 12 The witness should sign the Acknowledgment of 13 Deponent and Errata and return to the deposing attorney. 14 Copies should be sent to all counsel, and to Veritext at 15 (ERRATAS-CS@VERITEXT.COM). 16 17 Return completed errata within 30 days from 18 receipt of testimony. 19 If the witness fails to do so within the time 20 allotted, the transcript may be used as if signed. 21 22 Yours, 23 Veritext Legal Solutions 24 25</p>
<p style="text-align: right;">Page 271</p> <p>1 2 3 EXHIBITS (Continued): FOR ID 4 Exhibit 7, Document entitled, 207 "Google Advertising Service 5 Agreement," Bates Nos. GSDM_000004 through GSDM_000007 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p style="text-align: right;">Page 273</p> <p>1 United States, Et Al v. Google, LLC 2 Luke Lambert (#6079449) 3 E R R A T A S H E E T 4 PAGE____ LINE____ CHANGE_____ 5 _____ 6 REASON_____ 7 PAGE____ LINE____ CHANGE_____ 8 _____ 9 REASON_____ 10 PAGE____ LINE____ CHANGE_____ 11 _____ 12 REASON_____ 13 PAGE____ LINE____ CHANGE_____ 14 _____ 15 REASON_____ 16 PAGE____ LINE____ CHANGE_____ 17 _____ 18 REASON_____ 19 PAGE____ LINE____ CHANGE_____ 20 _____ 21 REASON_____ 22 _____ 23 _____ 24 Luke Lambert Date 25</p>

ERRATA SHEET FOR DEPOSITION TRANSCRIPT OF

Luke Lambert

Deposition Date: August 29, 2023

United States et al. v. Google, LLC (E.D. Va. Case No.1:23-cv-00108)

Page	Lines	Transcript Text	Corrected Text	Reason for Change
10	11-12	“teams for the U.S. Air Force, for NHTSA, for CMS”	“teams for NHTSA, for CMS”	Clarifying edit
14	11-12	“University of Illinois, in Champagne, Urbana”	“University of Illinois Urbana-Champaign”	Transcription error
15	4	“Tribunal”	“Tribune”	Transcription error
16	17	“8 to 18 Media”	“8to18 Media”	Transcription error
16	20	“programing”	“programming”	Transcription error
19	9	“within are six”	“within six”	Transcription error
26	11	“agencies do do some”	“agencies do some”	Typographical error
29	11	“don’t not own”	“don’t own”	Typographical error
43	22	“tactical one”	“tactic one”	Transcription error
48	13	“environments been created”	“environments be created”	Transcription error
60	18	“Cost per mil”	“Cost per mille”	Transcription error
60	20	“Mil is latin”	“Mille is Latin”	Transcription error
60	21	“Cost per mil”	“Cost per mille”	Transcription error
66	21	“the 2121 tactical”	“the 2021 tactical”	Typographical error
81	20	“would include PMPs?”	“would include PMPs.”	Typographical error
84	14	“Choices relevant”	“Choice is relevant”	Transcription error
92	19	“Displaying video”	“Display and video”	Transcription error
107	21-22	“tact optimization”	“tactic optimization”	Transcription error
140	8	“This old”	“This is an old”	Transcription error
150	21	“is the RFT”	“the RFT”	Transcription error
152	10	“McDonald’s client”	“McDonald’s as a client”	Transcription error
154	7	“with it was”	“with them it was”	Transcription error
154	9	“they say would”	“they would”	Transcription error
156	3	“was partner part of”	“was part of”	Transcription error

157	20-21	“was start to go tow the water into”	“was starting to toe the water into”	Transcription error
160	5	“of he brand safety”	“of brand safety”	Transcription error
161	7	“a bubble measurement”	“a mobile measurement”	Transcription error
161	29	“if anything you want”	“if there is anything you want”	Transcription error
167	3	“told me move that”	“told me that”	Transcription error
169	24	“the vast major of”	“the vast majority of”	Transcription error
173	7	“took this to the”	“could lose in the”	Transcription error
173	13	“each of these of goes”	“each of these goes”	Transcription error
173	14-15	“You will ‘Placed’”	“You will see ‘Placed’”	Transcription error
173	21	“the place dataset”	“the Placed dataset”	Clarifying edit
174	6	“Everyone of them”	“Every one of them”	Typographical error
174	22	“our focus”	“are focused”	Transcription error
178	15	“one PG”	“one for PG”	Transcription error
178	16	“not for PNP”	“not for PMP”	Transcription error
183	25	“have moved in the”	“have moved into the”	Transcription error
190	7	“that states the same”	“that stays the same”	Typographical error
196	8	“that have worked”	“have worked”	Transcription error
196	25	“as of their”	“as they’re”	Transcription error
197	1	“they doe”	“they do”	Typographical error
198	20	“Uh-huh”	“Yes”	Clarifying edit
200	19	“first of which is”	“first one is”	Transcription error
201	24	“at gratus”	“at gratis”	Typographical error
205	18	“the ad servers also”	“the ad server is also”	Transcription error
210	20	“under in insertion”	“under the insertion”	Transcription error
211	11-12	“that the GSD&M would be invoicing in”	“that GSD&M would be invoiced in”	Transcription error
215	5	“DBD”	“DDB”	Transcription error
215	14	“Uh-huh”	“Yes”	Clarifying edit
230	8	“you the”	“you had the”	Transcription error
233	7	“where being, quite”	“where being made, quite”	Transcription error
235	10	“Are they have the”	“Are they the”	Transcription error

246	11	"for brand"	"for the brand"	Transcription error
246	23	"There is an OMG"	"There are OMG"	Transcription error
246	25	"has to be"	"have to be"	Transcription error
247	22	"to in include"	"to include"	Typographical error
248	16	"OMG"	"OMD"	Transcription error
249	4	"assess that vendor's"	"assess how that vendor's"	Transcription error
251	6	"cost per mil"	"cost per mille"	Transcription error
252	9	"how much they margin"	"how much of a margin"	Transcription error
257	4	"would be are managed"	"would be managed"	Transcription error
260	11	"which I will do"	"which I would"	Transcription error
262	22	"a visual story"	"an audio story"	Clarifying edit

I, Luke Lambert, do hereby certify: that I have read my deposition transcript dated August 29, 2023; that the changes and corrections to my deposition transcript set forth above are necessary to render the same true and correct; that having made such changes, I hereby subscribe my name to the deposition. I declare, under penalty of perjury, that the foregoing is true and correct.

Executed this 2 day of October, 2023 at NYC, NY
(City/State)


Luke Lambert